

STATE OF NEW JERSEY
STATE AGRICULTURE DEVELOPMENT COMMITTEE

FARM LEASE AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 2013,

BETWEEN

State Agriculture Development Committee
Health/Agriculture Building
P.O. Box 330
Trenton, New Jersey 08625

hereinafter referred to as the Landlord

AND

hereinafter referred to as the Tenant.

WHEREAS, the Landlord is the owner of the former Case Farm, designated as Block 7.01, Lot 8.02 in the Township of West Amwell, County of Hunterdon, State of New Jersey, consisting of approximately 92 acres of which 70 acres are tillable, more particularly described on the map attached hereto as Schedule B and made a part of this Lease Agreement (hereinafter "Leased Premises"); and

WHEREAS, the Landlord acquired the Premises in fee simple title pursuant to N.J.S.A. 4:1C-1 et. seq. and N.J.S.A. 13:8C-1 et seq.; and

WHEREAS, the Landlord has agreed to lease the Leased Premises to Tenant for the sole purpose of producing and harvesting crops;

NOW THEREFORE, in consideration of the payment of rent to be made to the Landlord by the Tenant as hereinafter provided and of the mutual covenants hereinafter made, the parties agree to the following terms and conditions.

1. USE OF LAND

1.1. The Tenant shall use the Leased Premises solely for farming purposes, excluding forestry, in accordance with the conditions set forth in Schedule A. Tenant shall not use the Leased Premises for any business or unlawful or hazardous purpose. Other than activities expressly provided for herein, Tenant shall not conduct or allow any activity on the Leased Premises without first obtaining the express written approval

of Landlord.

1.2. The Tenant shall manage the Leased Premises utilizing acceptable agricultural management practices promulgated by the State Agriculture Development Committee ("SADC") and in an efficient and husbandry manner. Tenant shall fully comply with all applicable federal and State laws, rules, regulations and orders related to agriculture and agricultural production practices. Tenant shall provide all labor, materials, supplies, equipment and improvements necessary to maintain and operate the Leased Premises in accordance with sound farming practices. As used herein, sound farming practices shall mean promulgated and/or recommended by the SADC, Rutgers University Cook College Extension, and/or the Hunterdon County Soil Conservation District.

1.3. The Tenant shall maintain the basic natural conditions of the Leased Premises. Tenant shall not undertake any major change to the Leased Premises, including the land, hedgerows and woods, without the express written approval of the Landlord. For the purposes of this paragraph, "major change" shall be defined as the clearing of vegetation other than crops, and or the disturbance, excavation or regrading of soils, but shall not include routine maintenance of hedgerows or vegetation, routine disturbance of soils necessary to plant Tenant's crops, or the plowing of "fields in succession." As used herein, "fields in succession" shall mean fields which have been dormant and upon which there has been natural regrowth of vegetation. The Tenant shall not cut, injure, or remove any trees or shrubs, other than those planted for agricultural production other than those on "fields in succession" as defined herein.

1.4. Tenant shall not conduct or allow to be conducted any activity for the public on the Leased Premises.

1.5. Landlord shall not be responsible for any damage to Tenant's crops because of vandalism, deer and wildlife activities, fire, explosion, hunting, the elements, or otherwise during the Term of this Lease.

1.6 Tenant agrees to assist Landlord in filing for Farmland Assessment status with the local taxing authority.

2. SOIL CONSERVATION

2.1. The Tenant shall apply generally accepted soil conservation techniques to maintain the soil quality of the Leased Premises.

3. TENANT'S WATER RIGHTS

3.1. Water for farm operations obtained by Tenant under Landlord's water rights, if any, shall be used only on the Leased Premises and in the pursuit and performance of Tenant's operation and obligations under this Lease. No water shall be used upon or be exported to other lands. Landlord assumes no responsibility to Tenant for any water

shortage from the source or sources of water under Landlord's water rights, or from any source whatsoever; nor does Landlord warrant the quality or quantity of water obtained from any source or sources.

3.2. Tenant shall pay all acquisition, operation and maintenance, repair, diversion and dispersion costs, including the costs of any permits, and any charges and/or water assessments connected with the use of water on the Leased Premises for any purpose of Tenant.

4. SUBSIDIZED PROGRAMS

4.1. Tenant shall not list and/or enroll the Leased Premises or any part thereof, in any federal and/or State program for the purpose of obtaining funds from said program as reimbursement for not farming or for limited farming of the Leased Premises.

5. INITIAL TERM

5.1 This Lease shall be in effect until December 31, 2014 or when the last crops are harvested, whichever occurs first ("Initial Term"), unless sooner terminated as hereinafter provided, commencing on the Effective Date of this Lease which, for the purposes hereof, shall be the date on which this Lease has been signed on behalf of Landlord.

6.0 RENEWAL

6.1. The SADC reserves the right to grant a renewal of this Lease.

6.2. The renewal Lease may be amended including, but not limited to, any change in Rent, description of the Leased Premises, and/or Term.

7.0 RENT

7.1. Tenant shall pay to Landlord a cash rent (the "Rent") for the Leased Premises in the amount of \$_____. The first installment payment is due with the signing of this lease. The remaining payments shall be due, in equal installments, on November 1, 2013, June 1, 2014 and November 1, 2014.

7.2. All Rent shall be paid by check made payable to "State of New Jersey, State Agriculture Development Committee" and sent or hand delivered to:

The State of New Jersey
State Agriculture Development Committee
Health/Agriculture Building
P.O. Box 330
Trenton, New Jersey 08625

7.3. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1 ½ %) of the total amount due calculated on the tenth (10th) day of each month, and the penalty shall be payable with the then current monthly rent due. The penalty shall be considered "additional rent".

7.4. In the event any check for payment is returned to Landlord as dishonored or "NSF", all future payments shall be made by Certified Check or money order only. Any charges the Landlord incurs for the dishonored or "NSF" check shall be paid by Tenant upon demand and shall be considered "additional rent".

8.0 CONDITION OF LEASED PREMISES

8.1 The Leased Premises are leased to and accepted by Tenant in its present condition and without representation or warranty of any kind by Landlord including, without limitation, any representations or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Leased Premises and has found the same satisfactory for all purposes of this Lease, except for those pre-existing conditions listed in Schedule C of this Lease Agreement.

8.2. Tenant and Landlord agree that all pre-existing conditions of the Leased Premises, and areas containing trash and debris, are described in Schedule C of this Lease Agreement.

9.0 MAINTENANCE, REPAIRS AND UTILITIES

9.1 Tenant shall keep and maintain the Leased Premises, as identified in Schedule "B", in a neat, clean, safe and sanitary condition.

9.2. Tenant shall promptly remove from the Leased Premises all trash, garbage, and debris, except for those pre-existing conditions described in Schedule "C". Tenant shall, at Tenant's sole cost and expense, make such arrangements necessary to remove and dispose of all such trash, garbage and debris. Tenant shall participate in and comply with any recycling program in effect in the municipality in which the Leased Premises are located.

9.3. Tenant shall be completely responsible for maintaining the Leased Premises in

good repair and condition and shall pay all costs incurred in the maintenance and repair of the Leased Premises, except that neither Landlord nor Tenant shall be responsible for improving the pre-existing conditions described in Schedule "C". Tenant shall at all times keep and maintain the Leased Premises in such condition as to minimize the effects of deterioration from age, use and damage.

9.4. Tenant shall deliver up peaceable possession of the Leased Premises to Landlord upon the expiration or any termination of this Lease in as good repair and condition as it was delivered at the commencement of this Lease, ordinary wear, loss by fire or unavoidable destruction excepted.

9.5. Landlord shall not be required to maintain or repair the Leased Premises.

10.0 COMPLIANCE WITH LAWS

10.1 Tenant shall, at Tenant's sole cost and expense, comply in the operation of the Leased Premises and the conduct of any activity thereon with all duly promulgated and applicable federal, State and local laws, ordinances, rules and orders affecting Tenant's operations and activities on the Leased Premises.

10.2 If Tenant is issued a summons or any notice of violation of any duly promulgated and applicable federal or State law, rule or order (including any license, permit, certification, or approval) affecting the Leased Premises or Tenant's operations and activities thereon, Tenant shall immediately forward a copy of the notice or summons to Landlord and Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of this Lease and Landlord may terminate this Lease. Tenant shall indemnify Landlord against all liability, claim, loss or payment of any kind arising from Tenant's failure or omission to comply with any such license, permit, certification, authorization, approval or any duly promulgated and applicable federal, State or local law, ordinance, rule or order.

11.0 SECURITY

Tenant shall, at Tenant's sole cost and expense, be responsible for security of the Leased Premises. Landlord shall not be responsible to Tenant, its agents, employees, contractors or invitees, express or implied, for personal injury, death and/or loss, damage or destruction of equipment, supplies, materials or personal property placed or stored on the Leased Premises.

12.0 ACCESS TO LEASED PREMISES

12.1 Landlord, its contractors, agents or employees shall have the right of ingress and egress on, over and across the Leased Premises.

12.2 Landlord, its contractors, agents or employees shall have the right to enter the Leased Premises at any reasonable time.

12.3 Landlord shall exercise its right under Paragraphs 12.1 and 12.2 above in such a manner so as not to damage Tenant's personal property (if any) or unreasonably interfere with Tenant's activities and, except for emergency circumstances, Landlord shall endeavor to provide at least twenty-four (24) hours' notice to Tenant.

13.0 SIGNAGE

Tenant shall not permit any signs or advertisements of any description to be painted or posted on any of the buildings or structures, or on the Leased Premises, unless approved by Landlord in writing. Approved "No Trespassing" or similar signs may be posted on the Leased Premises wherever Tenant reasonably deems appropriate. Landlord may erect and maintain a sign indicating that the Leased Premises have been preserved under the State Farmland Preservation Program. The Landlord may erect a "for sale" sign on the Leased Premises.

14.0 DAMAGE TO PROPERTY

14.1 In the event of any damage to or destruction of the Leased Premises, any improvements thereon, or any other State property caused in whole or in part by Tenant, its contractors, agents, servants, employees or invitees, or arising in whole or in part from Tenant's failure to implement sound farming practices as provided in Paragraph 1.0 of this Lease Agreement, or failure to implement proper soil conservation and management practices pursuant to Paragraph 2 hereof, (hereinafter collectively referred to as "Damage"), Tenant shall immediately notify Landlord in order to obtain Landlord's permission for Tenant, at Tenant's sole cost and expense, to promptly repair such Damage. Landlord, in its sole discretion, may determine that such Damage should not be repaired by Tenant. If Landlord determines that such Damage should not be repaired, then Tenant shall still be responsible to Landlord for the diminution in value of the Leased Premises and/or the cost to repair such Damage. In making the determination as whether Tenant failed to implement sound farming practices or immediate remediation measures to prevent soil erosion or soil conservation and management, Landlord shall seek the guidance of the appropriate Soil Conservation District and/or the State Department of Agriculture. Said repairs shall include but not be limited to the removal of damaged structures or replacement of damaged structural components as determined by Landlord and the implementation of immediate remediation measures following the Natural Resource Conservation Service guidelines and specifications for damage caused by soil erosion.

14.2 All repairs and/or restoration by Tenant of Damage to the Leased Premises shall be completed in accordance with plans and specifications submitted to and approved by Landlord. Tenant shall comply with all the requirements of Paragraph 27 hereof to the

same extent as though the repair is an improvement.

15.0 INDEMNIFICATION

15.1 Tenant shall, for Tenant, Tenant's heirs, executors, administrators, successors and assigns, assume all risks and liabilities arising out of the condition, improvement and maintenance of the Leased Premises, Tenant's use and occupancy of the Leased Premises, and the termination of this Lease, except if and to the extent that such liability is caused as the direct result of the negligent act of Landlord, its agents, servants and/or employees, or a condition in the Leased Premises which is not caused by an act, omission, or failure to act of Tenant. Tenant covenants to defend, protect, indemnify and save harmless Landlord and hereby releases Landlord and each and every of its officers, agents, employees, successors and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits claims, demands, or judgments of any nature arising from:

- (a) Any injury to or the death of any person in or on, or any damage to property which occurs in or on, the Leased Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, or any part thereof, and construction or repair of any improvements on the Leased Premises;
- (b) Violation of any agreement or condition of this Lease by Tenant, its agents, employees, contractors, invitees or anyone claiming by or through Tenant; and
- (c) Violation by Tenant of any contracts and agreements of record concerning the Leased Premises and restrictions of record and/or any law, ordinance or regulation affecting the Leased Premises, or any part thereof.

15.2 Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with complete details of the claim. If the suit is brought against either Landlord or Tenant or any of their agents, servants and/or employees, they shall expeditiously forward or have forwarded to the other, every demand, complaint, notice, summons, pleading, or other document received by or then in their possession or the possession of their representative.

15.3 It is expressly agreed and understood that any approval by Landlord of the work performed and/or reports, plans and specifications provided by Tenant shall not operate to limit the obligations of Tenant under this Lease.

15.4 Tenant's liability pursuant to the provisions of Paragraph 15.0 shall continue after the termination or expiration of this Lease with respect to any liability, loss, expense or damage; provided, however, that such liability shall not extend beyond that established

in any applicable statute of limitations.

15.5 This indemnification obligation is not limited by but is in addition to Tenant's insurance obligations contained in this Lease.

16.0 INSURANCE

16.1 Tenant shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Lease and require all of its contractor(s) and subcontractor(s) (including but not limited to any person providing any service and/or conducting any activity as part of Tenant's occupancy and use of the Leased Premises) to secure and maintain in force at all times during the construction of any project and/or the provision of any service and/or conduct of any activity as part of Tenant's occupancy and use of the Leased Premises, insurance on the Leased Premises for liability for damages imposed by Law and assumed under this Lease of the types and in the amounts hereinafter provided:

- (a) Comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage (including coverage for product liability, protection, indemnity, Tenant owned or operated motor vehicles, broad form contractual liability, completed operations and broad form property damage endorsements) against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises. Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury liability and for property damage liability combined single limit;
- (b) Property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft and damage on the personal contents of the Leased Premises;
- (c) Worker's compensation and employer's liability insurance applicable to the Laws of the State of New Jersey, with limits of not less than \$100,000.00 per occurrence for bodily injury liability and \$100,000.00 occupational disease per employee with an aggregate limit of \$500,000.00 occupational disease, except that if Tenant does not have employees working for him/her, such insurance will not be required; and
- (d) Such other insurance in such amounts as may from time to time be reasonably required by Landlord against other insurable risks which at the time are commonly insured against in the case of Premises similarly situated with due regard to the type improvements and type of use and operations to be conducted by Tenant under this Lease.

16.2 All insurance coverage required to be maintained by Tenant in accordance with this Lease shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey, and shall name the State of New Jersey, State Agriculture Development Committee, as an additional insured.

16.3 Prior to the Effective Date of this Lease, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance required herein above. The certificate of insurance shall provide for thirty (30) days notice, in writing, to Landlord prior to any cancellations, expiration or non-renewal during the term the insurance is required to be maintained in accordance with this Lease.

16.4 In the event Tenant fails or refuses to renew any of its insurance policies to the extent required by this Lease or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Lease, Tenant shall immediately suspend all operations on the Leased Premises until Tenant obtains insurance coverage in satisfactory form in compliance with this Lease or terminate this Lease.

16.5 Tenant expressly understands and agrees that any insurance protection required by this Lease shall in no way be interpreted to modify, limit or reduce the indemnifications herein made by Tenant to Landlord or to limit Tenant's liability hereunder to the proceeds of, or premiums due upon, the policies of insurance required to be maintained by Tenant under this Lease, nor shall insurance requirements preclude Landlord from taking such other actions as are available to it under any provision of this Lease or otherwise pursuant to law.

17.0 REPORT OF INJURY

Any injury which shall occur to Tenant, its servants, agents, or invitees express or implied requiring medical intervention of which Tenant shall be notified shall be reported to Landlord immediately and in writing within twenty-four (24) hours of the incident. In the event of any subsequent dispute over whether Tenant had been notified of such injury, Tenant's written statement that it had not been so notified shall create a rebuttable presumption that no such notification occurred.

18.0 ASSIGNMENT OR SUBLEASE

Tenant shall not sublease the whole or any part of the Leased Premises, assign or transfer this Lease or Tenant's responsibilities under this Lease or the operations authorized hereunder. The Landlord may assign the Lease if the Landlord sells the Premises during the duration of the Lease.

19.0 SUSPENSION OF OPERATIONS

Tenant shall, at the direction of Landlord, immediately suspend, delay or interrupt all or any part of its activities on the Leased Premises for such period of time as

Landlord determines to be appropriate to protect public health, safety, welfare, and State-owned property. The primary reasons for issuance of such an order will be the occurrence of hazardous work conditions, emergency conditions, failure by Tenant to adhere to this Lease or any other reason where continuance of operations may detrimentally impact the health, safety, and welfare of persons on site, the public, or State-owned property. Tenant hereby waives any claim for damages or compensation as a result of Landlord's action under this clause.

20.0 TERMINATION

20.1 Landlord may, in addition to any other right or remedy provided for by law or in equity, terminate this Lease for failure of Tenant to comply with the terms and conditions of this Lease and/or the existence of any condition which Landlord determines to be in violation of Lease terms and/or conditions. The following shall be considered material breaches, for which Landlord may terminate the Lease:

- (a) Tenant's failure: (i) to maintain any of the insurance policies to the extent required by this Lease or to provide Landlord with valid certificates of renewal of insurance upon expiration of the policies, or (ii) to pay, when due, any Rent, or other sums required to be paid by Tenant hereunder and the continuation of such failure to pay for a period of ten (10) business days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested and/or by personal service; and
- (b) Tenant's failure to perform and/or comply with any of the other covenants, agreements and/or conditions herein contained. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested and/or by personal service, Tenant shall have sixty (60) days to cure such violation. If such violation is not substantially cured within said sixty (60) day period, termination shall, in the discretion of Landlord, be effective at the conclusion thereof. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the sixty (60) day period, then such default shall not be deemed to continue so long as Tenant, after receiving the notice of termination, proceeds to remedy the default as soon as is reasonably possible within the notice period and continues diligently to take all steps necessary to complete such remedy within a reasonable period of time.

20.2 Tenant shall have the right to terminate this Lease upon ninety (90) days written notice served upon Landlord by Certified Mail, Return Receipt Requested and/or by personal service.

20.3 Except as otherwise explicitly set forth herein, expiration of this Lease or termination of this Lease by Landlord pursuant to this Lease shall not release or discharge any payment, obligation, or liability owed by Tenant or any third party under the terms and conditions of this Lease as of the date of such termination.

20.4 In the event Landlord exercises its right to terminate this Lease without breach of covenant on the part of Tenant, Landlord shall refund to Tenant that Rent paid in advance for the unexpired Term. In the event that Landlord exercises its right to terminate due to breach by Tenant, or in the event Tenant exercises its right to terminate this Lease pursuant to Paragraph 20.2 above, Tenant shall be liable for all Rents due for the Term of the Lease, subject to any duty to mitigate on behalf of Landlord.

20.5 This Lease shall not be terminated without providing sufficient time for Tenant to harvest any growing crops.

20.6 In the event of any termination of or upon the expiration of this Lease, Tenant shall immediately cease all operations of the Leased Premises and deliver up peaceable possession and use of the Leased Premises to Landlord in at least as good a condition as it was delivered to Tenant at the commencement of this Lease. Landlord may at once re-enter and remove any and all persons occupying the Leased Premises. If Tenant shall fail to remove any personal property lawfully belonging to and removable by Tenant within the time prescribed by any notice of termination, or before the stated expiration of this Lease, Landlord may appropriate the same to its own use without allowing any compensation therefore or may remove the same at the expense of the Tenant. In the event that Tenant removes any personal property, Tenant hereby covenants to pay any and all damages which may be caused to the property of Landlord by this removal.

20.8 In the event Landlord exercises its right to terminate this Lease, with or without breach by Tenant, Landlord shall not be liable to Tenant or any other person claiming by or through Tenant for any losses, damages, costs, or expenses (including reasonable attorney's fees and expenses) or other claims occasioned by such termination.

21.0 CREATION OF LIENS OR ENCUMBRANCES BY TENANT

21.1 Tenant shall not permit to remain and shall promptly discharge, at its own cost and expense, all liens and charges upon the Leased Premises or part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alterations, addition, or repair of any part of the Leased Premises. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished by Tenant, or to anyone using the Premises through or under Tenant, and that no mechanic's or other such lien for any such labor or materials shall attach to or affect the interest of Landlord in and to the Leased Premises.

22.0 NO DISCRIMINATION

Tenant shall not discriminate against any employee or applicant for employment because of age, national origin, race creed, color or sex. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

23.0 SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease in violation of the provisions of N.J.S.A. 52:34-19, and that the Laws of the State of New Jersey relating to the procurement and performance of this Lease have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity or consideration of any kind to any State employee, officer or official.

24.0 HISTORIC ARTIFACTS

In the event that any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Tenant's activities on the Leased Premises, Tenant shall immediately notify the Landlord. Such historic articles are to be left in place until inspection by appropriate State officials who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the State of New Jersey and shall be surrendered to State representatives according to law.

25.0 IMPROVEMENTS

25.1 Tenant shall not commence or let any contract for any improvement, or make or allow any physical change in the Leased Premises ("Improvement"), unless Tenant submits to Landlord and obtains written approval by Landlord of a plan (the "Improvement Plan") for the improvement. This prohibition against physical changes in the Leased Premises without prior written approval of Landlord includes but is not limited to:

- (a) Erection of new structures and/or addition to or renovation of existing structures;
- (b) Installation of gates, locks or chains;
- (c) Installation of any equipment, permanent fixtures or utilities;
- (d) Any physical change in the landscape;

- (e) Fencing; and
- (f) Water or sewage systems.

26.0 PEACEFUL ENJOYMENT

Landlord agrees that Tenant, on paying the Rent and complying with the obligations contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises for the above stated Term.

27.0 HOLDOVER TENANCY

If Landlord permits Tenant to remain in possession of the Leased Premises after expiration of this Lease without executing a new lease, then Tenant shall occupy the Premises subject to all the terms, covenants and conditions contained in this Lease unless modified by a subsequent lease amendment and/or extension. Such holding over by Tenant shall not constitute a renewal or extension of this Lease. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of its term, and thereupon Landlord shall be entitled to all the remedies against Tenant provided by law. Tenant shall be responsible for rent for each month it remains in possession at the rate set forth in paragraph 7 of this Agreement.

28.0 SUPERSEDING EFFECT

This Lease supersedes and cancels all previous leases covering the Leased Premises.

29.0 INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

30.0 SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord's successors and assignees and Tenant's heirs, executors, administrators, and successors.

31.0 ATTACHMENTS

The following are attached to and made a part of this Lease:

Schedule A – Conditions

Schedule B -- Lease Map

Schedule C -- Pre-existing Conditions on Leased Premises

32.0 AMENDMENTS

The parties agree that this Lease may be amended, supplemented, changed, modified or altered upon mutual agreement of the parties hereto in writing.

33.0 ENTIRE AGREEMENT

The parties agree that this Lease represents the entire agreement between the parties; all negotiations, oral agreements and understandings are merged herein.

34.0 HEADINGS

The Article, Paragraph and Subparagraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

IN WITNESS WHEREOF, the said parties have duly executed this Lease Agreement on the day and year first written.

LANDLORD
State Agriculture Development
Committee

TENANT

By: _____
Susan E. Payne
Executive Director

By: _____

This Agreement has been reviewed
and approved as to form by:

Jason Stypinski, Esq.,
Deputy Attorney General

Schedule A

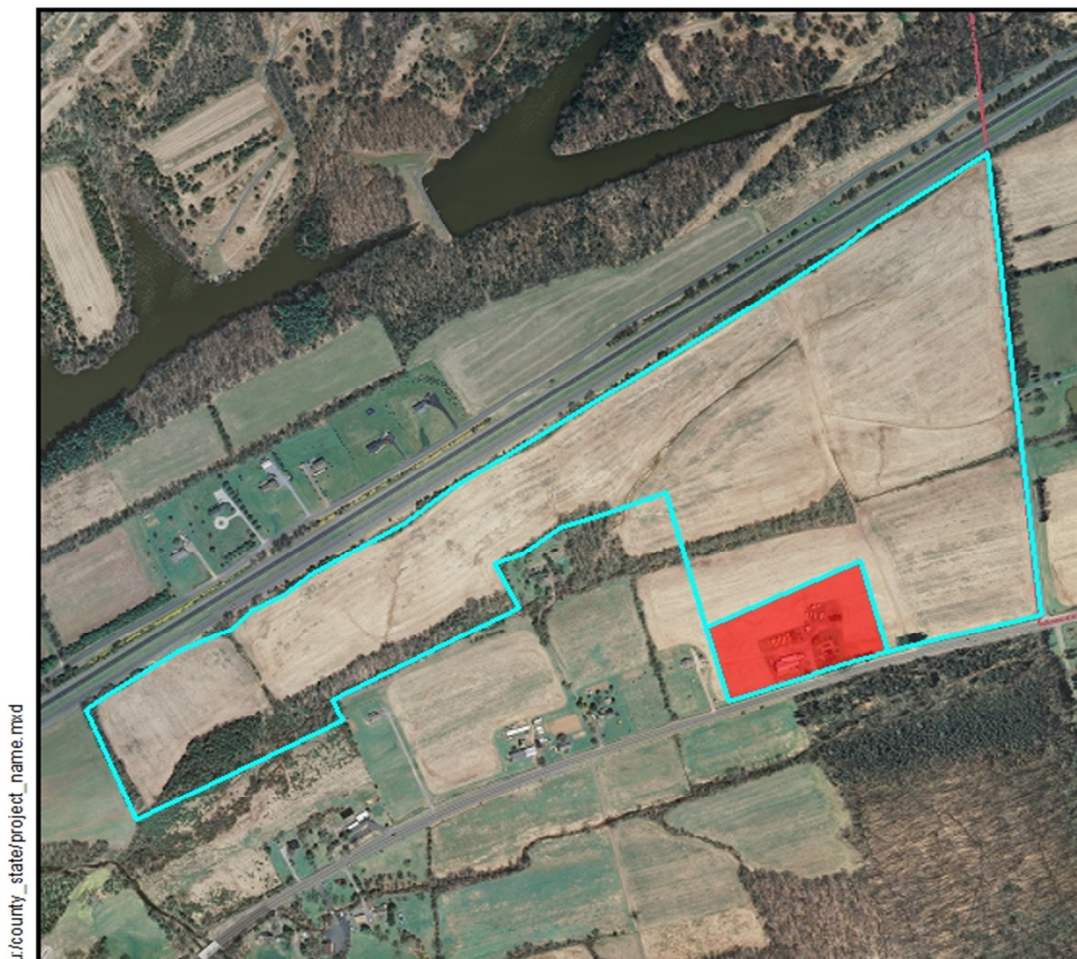
Conditions

RESTRICTIONS ON USE OF LEASED PREMISES (OR “PROPERTY”)

1. Any development of the Property for nonagricultural purposes is expressly prohibited.
2. The Property shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Property for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.
3. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Property excepting only those materials required for the agricultural purpose for which the land is being used.
4. No dumping or placing of trash or waste material shall be permitted on the Property unless expressly recommended by the Committee as an agricultural management practice.
5. No activity shall be permitted on the Property which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Property.
6. The Committee and its agents shall be permitted access to, and to enter upon, the Property at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of these Restrictions. The Committee agrees to give Lessee at least 24 hours advance notice of its intention to enter the Property, and further, to limit such times of entry to the daylight hours on regular business days of the week.

SCHEDULE B Map of Leased Premises

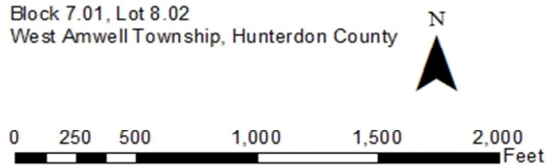
Case Farm



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Case Farm
Block 7.01, Lot 8.02
West Amwell Township, Hunterdon County



month/day/year

Farmland Preservation Program

- PRESERVED EASEMENT
- EXCEPTION AREA
- PRESERVED EASEMENT / NR
- EXCEPTION AREA / NR
- FINAL APPROVAL
- PRELIMINARY APPROVAL
- ACTIVE APPLICATION
- 8 YEAR PRESERVED
- TARGETED FARM
- INACTIVE APPLICATION
- NO CORRESPONDING DATA

- #### SOIL PLANTING AREA
- P(1) USTRG
 - P(2) SBLNBLN
 - P(3) PBLNBLN
 - P(4) PBLNBLN
 - P(5) PBLNBLN
 - P(6) PBLNBLN
 - P(7) PBLNBLN
 - P(8) PBLNBLN
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Schedule C

Pre-existing conditions identified as follows:

NONE

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